

This instrument was prepared by
and after recording return to:

Douglas R. Pyne
RARE Hospitality International, Inc.
8215 Roswell Road, Building 600
Atlanta, Georgia 30350

Return to:
Zonia N. Veal
First National Financial Title Service, Inc.
3237 Satellite Blvd., Suite 450, Bldg 300
Duluth, GA 30096

770-623-3133 H3000-S

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made effective as of the 15th day of November, 2006 by **BOYLE INVESTMENT COMPANY**, a Tennessee limited liability company and **WCW PROPERTIES, LLC**, a Tennessee limited liability company (collectively "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the property shown on Exhibit A attached hereto and by this reference made a part hereof and more fully described in Exhibit B attached hereto and by this reference made a part hereof (the "Restricted Property"); and

WHEREAS, on or about the effective date of this Declaration, Declarant executed a Ground Lease (the "Lease") with RARE Hospitality International, Inc. for the use of a tract of land adjacent to the Restricted Property, which property is more fully described in Exhibit C attached hereto and by this reference made a part hereof (the "Benefited Property"); and in consideration of the Lease, Declarant desires to restrict the use of the Restricted Property as more particularly set forth below.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees and declares as follows:

1. Declarant, its successors and assigns, shall not sell, lease, or permit the whole or any portion of the Restricted Property to be used for the purpose of a steakhouse themed restaurant similar to LongHorn Steakhouse, including but not limited to such steakhouse restaurants as: "Chop House", "Golden Corral", "Logan's Roadhouse", "Lone Star Steakhouse", "Outback Steakhouse", "Roadhouse Grill", "Ryan's Steakhouse", "Sagebrush", "Saltgrass Steakhouse", "Sizzler", "Smokey Bones", "Steak and Ale", "Ted's Montana Grill", "Texas Roadhouse", "Texas Steakhouse", "Trail Dust Steakhouse", "Tumbleweed" or other such

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similar full-service, casual dining American style steakhouse restaurant concepts.

Notwithstanding the foregoing, this restriction shall expire if (i) the Lease shall expire or otherwise be terminated, or (ii) at any point during the term of the Lease, the tenant under the Lease shall fail to continuously operate a steakhouse restaurant on the Benefited Property for a period of six (6) months, excluding renovation or remodeling periods as part of a renovation or remodeling of the building on the Benefited Property or construction periods resulting from casualty losses to the building on the Benefited Property not to exceed nine (9) months. In addition, this restriction is not intended to prohibit the operation of a restaurant that serves steaks as part of a varied menu in which steak and steak products are only an incidental part of both the menu and sales of such restaurant. For purposes of this section, "incidental" shall mean that steaks and steak products constitute less than twenty percent (20%) of the entrée menu selections for the restaurant. Finally, notwithstanding anything to the contrary contained in this Declaration, this restriction shall not apply to that certain portion of the Restricted Property that is currently leased by Declarant to Best Buy Stores, L.P., which area is shown on Exhibit A (the "Best Buy Site"), for as long as the lease between Declarant and Best Buy Stores, L.P. is in effect.

2. In the event of a breach or default of this Declaration, the owner or tenant of the Benefited Property shall be entitled to all rights and remedies available at law or in equity in connection with such breach or default.
3. This Declaration shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi. The provisions of this Declaration shall run with the land that is the Restricted Property and the Benefited Property and shall be binding on Declarant, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by parties duly authorized thereunto as of the day and year first above written.

DECLARANT:

BOYLE INVESTMENT COMPANY,
a Tennessee corporation

By: *Henry W. Morgan, Sr.*
Name: Henry W. Morgan, Sr.
Title: President

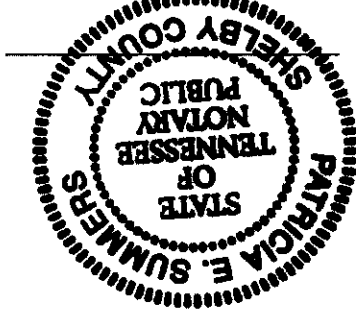
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared Henry W. Morgan, Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Boyle Investment Company, a Tennessee corporation, the within named bargainor, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal this 15th day of November, 2006.

Patricia E. Summers
Notary Public

My Commission Expires 01/28/2010



WCW PROPERTIES, LLC,
a Tennessee limited liability company

By: *W. Cary Whitehead III*
W. Cary Whitehead III
Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared *W. Cary Whitehead III* with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the *Chief Manager* of WCW Properties, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such *Chief Manager* executed the foregoing instrument for the purposes therein contained, by signing the name of WCW Properties, LLC, a Tennessee limited liability company, by himself as *Chief Manager*.

WITNESS my hand and seal this *15th* day of *November*, 2006.

Patricia E. Summers
Notary Public

My Commission expires:



EXHIBIT A

EXHIBIT A TO THE LONGHORN LEASE
SOUTHCREST MARKET
SOUTHAVEN, MS

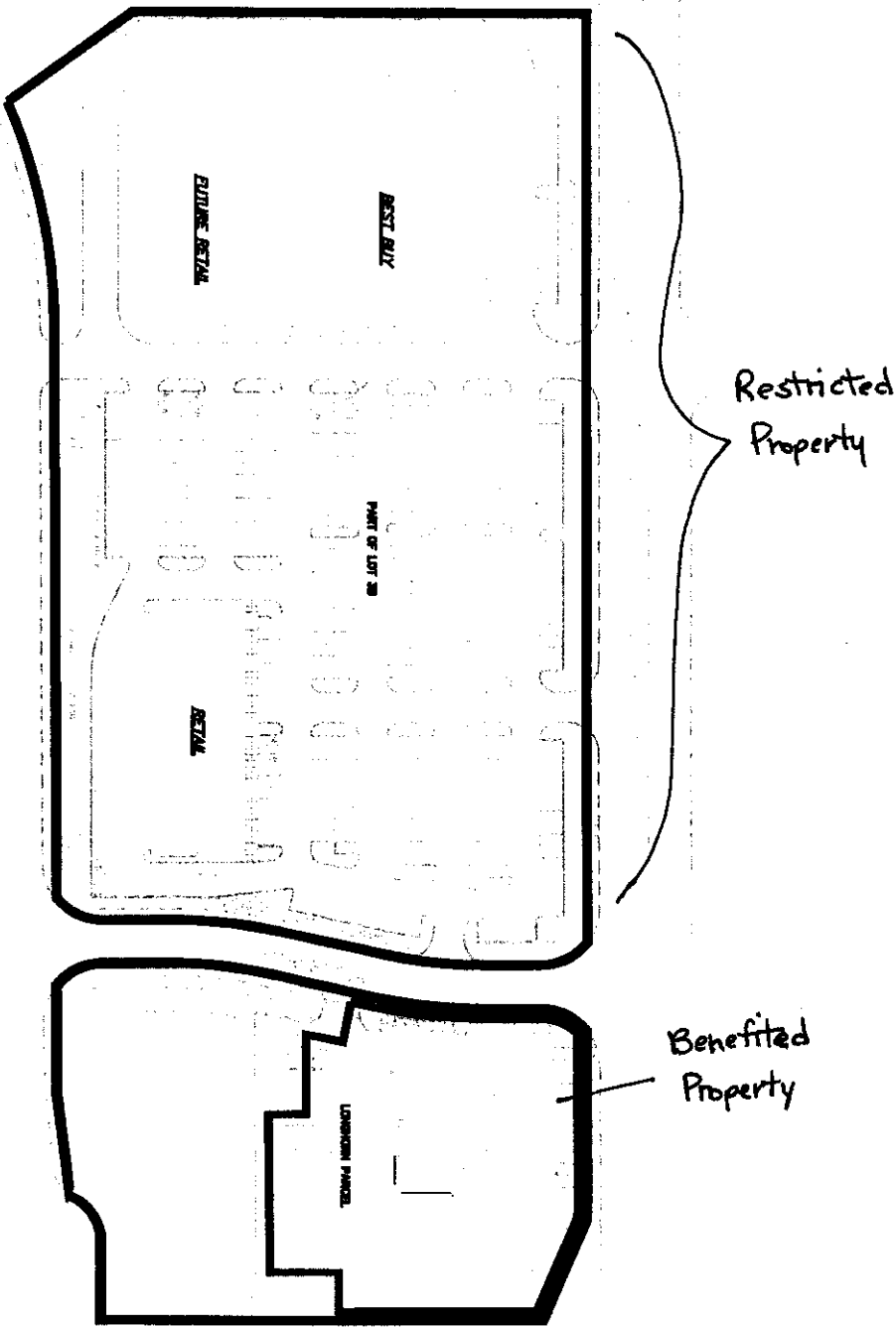
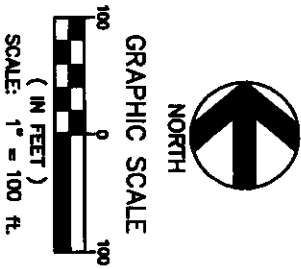


EXHIBIT "B"**Legal description of the Shopping Center**

DESCRIPTION OF PART OF LOT 3-B SOUTHCREST SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGE 44, IN THE DESOTO COUNTY REGISTER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, ON THE WEST RIGHT OF WAY OF SOUTHCREST PARKWAY (90.0' R.O.W.), SAID POINT BEING LOCATED SOUTHWARDLY ALONG SAID WEST LINE A DISTANCE OF 204.97 FEET FROM THE SOUTHEAST CORNER OF LOT 15A-REVISED, AS RECORDED IN PLAT BOOK 96, PAGE 30 IN SAID REGISTER'S OFFICE; THENCE ALONG SAID WEST LINE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1,335.00 FEET AND A DELTA ANGLE OF 00°18'10" FOR AN ARC DISTANCE OF 7.05 FEET TO A POINT; THENCE S00°17'23"E ALONG SAID WEST LINE A DISTANCE OF 779.44 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 49.50 FEET AND A DELTA ANGLE 52°35'35" FOR AN ARC DISTANCE OF 45.44 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MARKET PLAZA DRIVE; THENCE ALONG SAID MARKET PLAZA RIGHT OF WAY FOR THE FOLLOWING CALLS:

THENCE S89°41'03"W A DISTANCE OF 49.76 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 356.50 FEET AND A DELTA ANGLE OF 12°39'56" FOR AN ARC DISTANCE OF 78.81 FEET TO A POINT; THENCE N77°39'01"W A DISTANCE OF 94.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 393.50 FEET AND A DELTA ANGLE OF 12°38'22" FOR AN ARC DISTANCE OF 86.81 FEET TO A POINT; THENCE S89°42'37"W A DISTANCE OF 59.97 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 49.50 FEET AND A DELTA ANGLE OF 52°16'04" FOR AN ARC DISTANCE OF 45.16 FEET TO A POINT IN THE EAST LINE OF SLEEPY HOLLOW DRIVE (OLD HUNGRY FISHERMAN DRIVE) (90.0' R.O.W.); THENCE ALONG SAID SLEEPY HOLLOW RIGHT OF WAY FOR THE FOLLOWING CALLS:

THENCE N00°32'41"W ALONG SAID EAST LINE OF SLEEPY HOLLOW DRIVE A DISTANCE OF 483.18 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 492.00 FEET AND A DELTA ANGLE OF 22°42'26" FOR AN ARC DISTANCE OF 194.99 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF SLEEPY HOLLOW DRIVE N53°42'10"E A DISTANCE OF 130.57 FEET TO A POINT; THENCE N89°58'04"E A DISTANCE OF 380.58 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 352,039 SQUARE FEET OR 8.0817 ACRES OF LAND.

INDEXING INSTRUCTIONS: THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST.

EXHIBIT "C"

Legal description of the Outparcel

Lot 3-A, Southcrest Subdivision, in Section 25, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi, as shown on Plat of record in Plat Book 98, Page 44, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which Plat reference is hereby made for a more particular description of said Property.